

**Addendum to State Purchasing Agreement
for Office Paper and Corrugated Cardboard Recycling**

SPA # _____

This addendum to the above referenced SPA agreement is made jointly between the Department of Management Services (DMS) and Leon County, (Leon County).

In so much as, Leon County, Division of Solid Waste has been selected as the vendor for the above referenced SPA agreement with the Department of Management Services, the following items will be included and become a part of the agreement between the two entities.

- 1. The Department of Management Services will continue to pay for the hauling fees of the office paper and corrugated cardboard.**
- 2. The following buildings, under this contract, will collect Sorted White Office Paper and OCC (Old Corrugated Cardboard) as co-mingled materials:**

**Capitol Building
Fletcher Building
Bloxham Building
Coleman Building**

**Turlington Building
Capital Circle Office Complex
Old Record Center**

- 3. If it is determined by Leon County, Division of Solid Waste, that a load of paper has an excessive amount of contaminants, the Division of Solid Waste will contact either Kay Cunningham, Department of Management Services, at (work) (850) 487-8060, or (cell) (850) 528-3274 or Shannan Reynolds, Department of Environmental Protection at (850) 245-8716. The contact will then travel to the sorting site to review with Leon County the load of paper. A percentage of the weight will be determined jointly, for appropriate payment of the materials.**

4. Paragraph 10 of the State Purchasing Agreement (PUR 7722) is hereby deleted and replaced with the following:

10. To the extent allowed by the Constitution and laws of the State of Florida, and pursuant to the restrictions and requirements of Florida Statutes, Section 768.28, the Contractor hereby agrees to indemnify, defend, save, and hold harmless the State from all claims, demands, liabilities, and suits arising out of, because of, or due to any negligent act of the Contractor, its agents, or employees arising out of this Agreement. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the State for its negligence or breach of contract, or that of its contractors, agents, or employees.

To the extent allowed by the Constitution and laws of the State of Florida, and pursuant to the restrictions and requirements of Florida Statutes, Section 768.28, the State hereby agrees to indemnify, defend, save, and hold harmless the Contractor from all claims, demands, liabilities, and suits arising out of, because of, or due to any negligent act of the State, its agents, or employees arising out of this Agreement. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the Contractor for its negligence or breach of contract, or that of its contractors, agents, or employees.

5. All other terms of the PUR 7722 remain in effect. To the extent any terms in this addendum conflict with PUR 7722, this addendum shall control.

This addendum will become effective on January 1, 2005 along with the SPA Agreement.

Department of Management
Services

LEON COUNTY, FLORIDA

BY: _____

Cliff Thaell, Chairman
Board of County Commissioners

ATTEST:

Bob Inzer, Clerk of the Court
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY _____
Herbert W.A. Thiele, Esq.
County Attorney

STATE PURCHASING AGREEMENT (SPA)
FOR
OFFICE PAPER RECYCLING COLLECTION SERVICE PROGRAM
SPECIAL CONDITIONS

PURPOSE

The purpose of this eQuote is to establish a one (1) year State Purchasing Agreement (SPA), from the date the Agreement is approved and accepted by the Department, for the purpose of the Office Paper Recycling Collection Service Program to provide for the collection of sorted white ledger office paper (white) and old corrugated cardboard (OCC) generated by State of Florida Department of Management Services Pool Facilities, State owned facilities and other governmental entities. Paper recovered under the terms and conditions of this SPA must then be used in the manufacturing of recycled content paper and paper products.

CERTIFICATION AND ELECTRONIC SIGNATURE

By completing and responding to this eQuote, vendor is agreeing to all terms and conditions of this Agreement, including those on PUR 7722, and certifies that the percent of revenues generated as stated will hold for the duration of the ensuing Agreement, if one is awarded. Vendor will assume all responsibility for damages.

NON-DISCLOSURE, CONFIDENTIALITY AND AGREEMENT FORM

By completing and responding to this eQuote, vendor agrees not to disclose, either verbally, electronically, by facsimile, written or otherwise in any form, any information contained in the documents, files or boxes being recycled. Vendor guarantees that the information will be kept secure and confidential.

TECHNICAL DOCUMENTATION AND PRICE LIST

All products/services quoted must meet or exceed all requirements of this eQuote. When technical documentation and/or price list is required by this eQuote, its purpose is to demonstrate compliance of the product/service quoted and to allow an evaluation and verification of a true savings to the State of Florida agencies and other eligible users.

AWARD

Any Agreement that becomes effective pursuant to this eQuote shall be awarded to the responsive and responsible vendor who conforms in all material respects to this eQuote and offers the highest percentage of the Official Board Markets, Transacted Paper Stock Prices for Sorted White Ledger and Old Corrugated Cardboard to the State of Florida agencies and other governmental entities.

Your Company's Website Address: www.co.leon.fl.us

Florida Department of Management Services
Division of State Purchasing
Attention: Kimberly Hall
4050 Esplanade Way Suite 360.1X
Tallahassee, Florida 32399-7016
hallk@dms.state.fl.us

Telephone: (850) 488-7996
FAX: (850) 488-5498

Please see additional contact information on page three (3), also.

PURCHASING CARD PROGRAM

The State has implemented a purchasing card program through the Bank of America, using the VISA network. Vendors will receive payment from the purchasing card in the same manner as other VISA purchases. Accordingly, vendor must presently have the ability to accept VISA or contact a Bank of America in your area, and take whatever steps necessary to implement the ability before the start of the Agreement term. The State reserves the right to revise this program in conjunction with implementation of an on-line procurement system. VISA acceptance is mandatory but is not the exclusive method of payment. Please indicate your ability to accept VISA in the space provided on the Ordering Instructions sheet of the eQuote.

When an ordering agency or other eligible user makes a purchase using the State Purchasing Card, as method payment, the language in paragraph 7, Transaction Fee, on the attached form PUR 7722 does NOT apply. When the State Purchasing Card is not used as a method payment, or a purchasing card other than the State Purchasing Card, the language DOES apply.

CANCELLATION

In the event of the establishment of a state term contract for Recycling Services, this State Purchasing Agreement will be cancelled.

CANCELLATION OF SNAPS AGREEMENTS

Current SNAPS Agreements for like items or services will be replaced by any State Purchasing Agreement (SPA) awarded as a result of this eQuote.

REQUIREMENTS

The following requirements are mandatory for this program:

1. The vendor will provide outside collection containers, with lids, except 96 gallon rolling containers, at each facility as indicated on the attached spreadsheet for sorted white ledger office paper (white) and corrugated cardboard, except where indicated. All containers will be maintained in workable order and any repairs necessary, made by the vendor. The vendor will provide locks for the containers, where necessary. When locks are used, a key will be provided to the Building Manager for access during work hours to the container. All inside containers are to be provided by the Department of Management Services and Department of Environmental Protection to all DMS Pool Facilities.
2. The vendor must be able to service the outside collection containers as listed on the attached spreadsheet for each facility. In the locations with 96 gallon containers, the vendor will be required to empty the containers on-site. These locations will not be change-out programs since the Department of Management Services owns the rolling containers.

3. All buildings will be on a set service schedule each week according to the attached spreadsheet, except compactor locations which will be on-call service. When the vendor is called to service a compactor, service must be provided within 24 hours.
4. The vendor will provide to the Department of Management Services a collection report of weight for each facility on a monthly basis.

The weight reports should be submitted to:

Kay C. Cunningham, CPM
Department of Management Services
State Office Paper Recycling Program
Building 4050, Suite 315.6Z
4050 Esplanade Way
Tallahassee, Florida 32399
Work - (850) 487-8060
Fax - (850) 488-6687
e-mail: cunnink@dms.state.fl.us

Except for compactors and roll-offs, all weights will be based on 80% of the standard average weight of each container. The weights will be based on the following schedule:

<u>1 yard – 150 lbs. – Average Weights</u>		<u>80% of Average Weight</u>	
96 gallon container	=	75 lbs.	60 lbs.
3 cubic yard dumpster	=	450 lbs.	360 lbs.
4 cubic yard dumpster	=	600 lbs.	480 lbs.
6 cubic yard dumpster	=	900 lbs.	720 lbs.
8 cubic yard dumpster	=	1,200 lbs.	960 lbs.

Example: If an 8 yard dumpster is serviced twice a week, the Department will receive credit for 7,680 lbs. per month. (2 X 960 lbs. X 4 weeks)

Since compactors are serviced on an as needed basis when they are full, both 30 yard and 40 yard compactors will be given full weight credit to the Department.

5. The vendor will assist the Department of Management Services and the Department of Environmental Protection by providing recycling promotional materials and incentives to state employees to encourage state office recycling.
6. The vendor will pay to the Department of Management Services, a minimum 40% per ton, of the current market value for sorted white ledger office paper and corrugated cardboard. This percentage will be based on the Transacted Paper Stock Prices, Sorted White Ledger and Old Corrugated Cardboard (OCC) market price for the Southeast of the first issue each month of the Official Board Market publication. This revenue will be paid to the Department of Management Services on a monthly basis.
7. The attached map and list show where the DMS Pool Facilities are located. The Vendor must be able to service all locations within a zone.

8. Once an Agreement is established, the Department and the Vendor will plan and schedule a phase-in of all Buildings. This schedule will be based on the greatest need buildings being the first buildings to be converted to the white paper program.
9. When an Agreement is established, the Department and the Vendor will discuss and establish a grace period for the collection of paper. The grace period will be for the allowance of possible contamination during the conversion of the State facilities from a mixed paper program to the sorted white ledger office paper (white) and old corrugated cardboard (OCC).

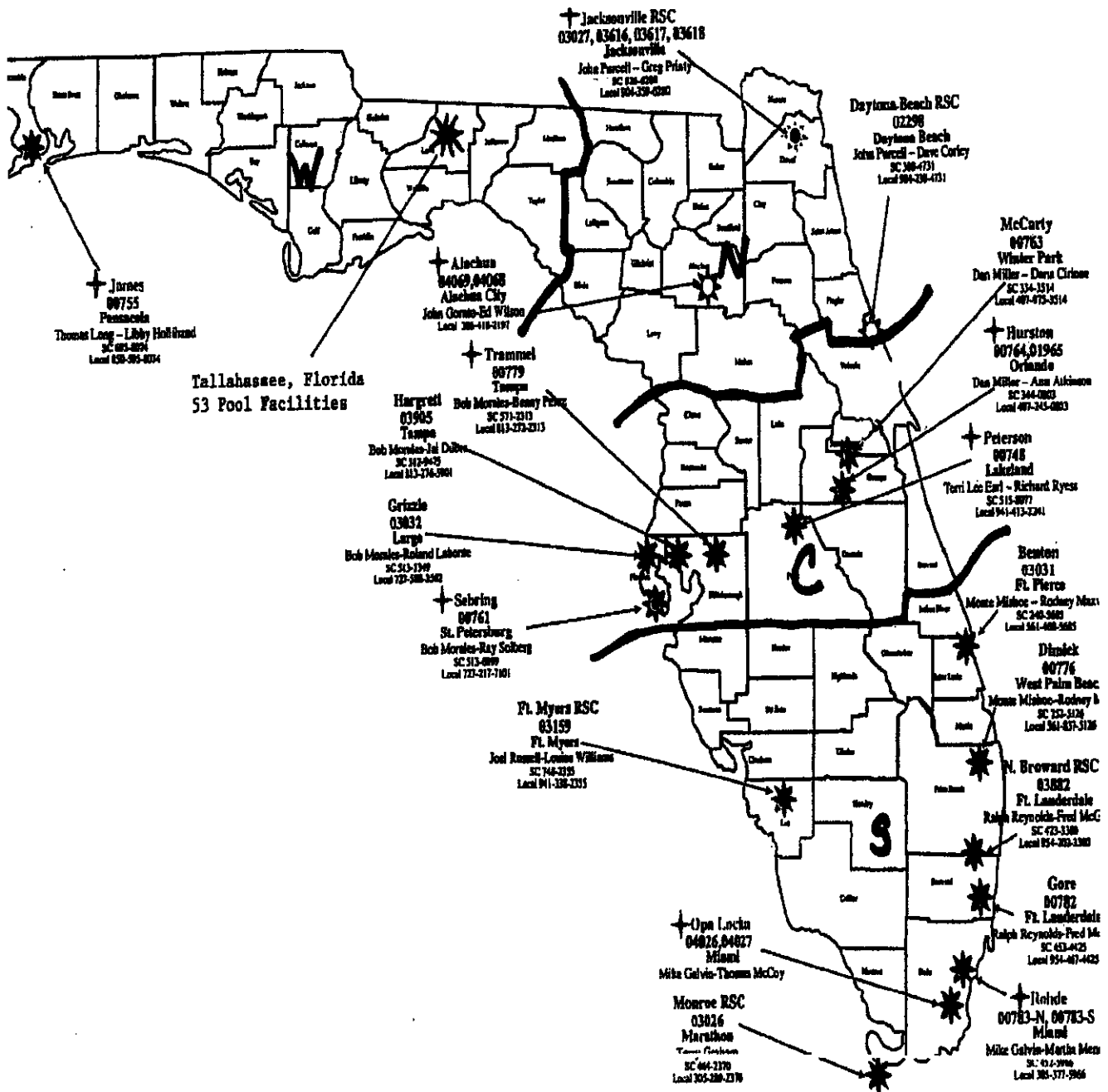
RECOMMENDED SITE VISIT

Vendors are responsible for familiarizing themselves with the layout of the building and the existing conditions. The Department recommends a Site Visit of each State of Florida agency location listed in this document on pages seven (7) through 12. It is the vendors' responsibility to review and/or inspect all general and specific conditions that may affect the preparation of their response and/or the performance of the Agreement.

QUESTIONS

If you have questions regarding how to use the eQuote tool (i.e., how to log in, review a quote, submit a response, download an attachment, etc.) please contact the My Florida Market Place Customer Service Desk at 1-866-352-3776 or at vendorhelp@myfloridamarketplace.com.

If you have questions pertaining to the content of the eQuote itself, please contact Kimberly Hall at 1-850-488-7996, email hallk@dms.state.fl.us, or Kay Cunningham at 1-850-487-8060, email cunnink@dms.state.fl.us.



West Region

Bay
 Calhoun
 Escambia
 Franklin
 Gadsden
 Gulf
 Holmes
 Jackson
 Jefferson
 Leon
 Liberty
 Madison
 Okaloosa
 Santa Rosa
 Taylor
 Wakulla
 Walton
 Washington

North Region

Alachua
 Baker
 Bradford
 Clay
 Columbia
 Dixie
 Duval
 Flagler
 Gilchrist
 Hamilton
 Lafayette
 Levy
 Marion
 Nassau
 Putnam
 Saint Johns
 Suwannee
 Union

Central Region

Citrus
 Hernando
 Hillsborough
 Lake
 Orange
 Osceola
 Pasco
 Pinellas
 Polk
 Seminole
 Sumter
 Volusia

South Region

Brevard
 Broward
 Charlotte
 Collier
 Dade
 DeSoto
 Glades
 Hardee
 Hendry
 Highlands
 Indian River
 Lee
 Manatee
 Martin
 Monroe
 Okeechobee
 Palm Beach
 Saint Lucie
 Sarasota

BUILDING	ADDRESS	CURRENT TYPE OF CONTAINER	CURRENT SERVICE PER WEEK	80% EST. WEIGHT per WEEK	ESTIMATED MONTHLY WEIGHT	ZONE
BLOXHAM 72-40-01-13-031 Leon (37)	Mr. David Barfield Room G-1, Bloxham Building 725 South Calhoun Street Tallahassee, Florida 32399-0979	6 barrels	2 X week	1920	7680	W
CAPITOL 72-40-01-13-020 Leon (37)	Mr. Robert McLaughlin Room LL-12, The Capitol 400 South Monroe Street Tallahassee, Florida 32399-0979	Compactor	on-call	1125	4500	W
Capitol Circle Office Complex 72-40-01-13-090 Leon (37)	Mr. Brian Fienemann 4030 Esplanade Way, Room 370B Tallahassee, Florida 32399-0979	estimated at 40 60 96-gal. containers 8 Cardboard	2 X week 3 X week	4800	19200	W
CARLTON 72-40-01-13-030 Leon (37)	Mr. David Barfield Room M-30C, Carlton Building 501 South Calhoun Street Tallahassee, Florida 32399-0979	2 8-yard	2 X week	3840	15360	W
CARR 72-40-01-13-113 Leon (37)	Mr. Gary Gebhart Palmetto Complex 3800 Commonwealth Boulevard Tallahassee, Florida 32399-0979	1 8-yard	2 X week	1920	7680	W
CHAPMAN 72-40-01-13-035 Leon (37)	Mr. David Barfield Chapman Building 813 South Gadsden Street Tallahassee, Florida 32399-0979	no container				W
COLEMAN 72-40-01-13-034 Leon (37)	Mr. David Barfield Coleman Building 400 East Gaines Street Tallahassee, Florida 32399-0979	4 barrels	1 X week	360	1440	W
COLLINS 72-40-01-13-040 Leon (37)	Mr. John Daniel Room B-2, Collins Building 107 West Gaines Street Tallahassee, Florida 32399-0979	2 6-yard	2 X week	2880	11520	W

DOUGLAS 72-40-01-13-113 Leon (37)	Mr. Gary Gebhart Palmetto Complex Room 115, Douglas Building 3900 Commonwealth Boulevard Tallahassee, Florida 32399-0979	1 8-yard	2 X week	1920	7680	W
ELLIOT 72-40-01-13-036 Leon (37)	Mr. David Barfield Elliott Building 401 South Monroe Street Tallahassee, Florida 32399-0979	4 barrels	1 every 2 weeks	300	1200	W
FDLE Building - Tallahassee 72-40-01-13-050 Leon (37)	Mr. Ray Gross Room B2010, FDLE Building 2331 Phillips Road Tallahassee, Florida 32399-0979	1 8-yard white paper 1 8-yard cardboard	2 X week	1920	7680	W
FLETCHER 72-40-01-13-060 Leon (37)	Mr. Wilford Dorsey Room B-14, Fletcher Building 101 East Gaines Street Tallahassee, Florida 32399-0979	Compactor	1 X month	1125	4500	W
FLORIDA RECORDS CTR 72-40-01-13-082 Leon (37)	Mr. Don Parks 4319 Sheller Road Tallahassee, Florida 32399-0979	1 8-yard	2 X month	1920	7680	W
GRAY BUILDING 72-40-01-13-041 Leon (37)	Mr. John Daniel Room G-11, Gray Building 500 South Bronough Street Tallahassee, Florida 32399-0979	1 6-yard	2 X week	1440	5760	W
HISTORIC CAPITOL 72-40-01-63-021 Leon (37)	Mr. Robert McLaughlin Historic Old Capitol 400 South Monroe Street Tallahassee, Florida 32399-0979	Included with	Capitol Program			W
HOLLAND 72-40-01-13-081 Leon (37)	Mr. Don Parks Room B-21, Holland Building 600 South Calhoun Street Tallahassee, Florida 32399-0979	1 8-yard	2 X week	1920	7680	W
HOUSE OFFICE BLDG 72-40-01-13-022 Leon (37) Mr. Ernest Sumner	Mr. Robert McLaughlin House Office Building 400 South Monroe Street Tallahassee, Florida 32399-0979	Included with	Capitol Program			W

JAMES 72-40-01-13-130 Escambia (17)	Mr. Thomas Long James Building, Room 109 160 Governmental Center Pensacola, Florida 32501	1 8-yard	2 X week	1920	7680	W
JOHNS 72-40-01-13-042 Leon (37)	Mr. John Daniel Room 125, Johns Building 725 South Bronough Street Tallahassee, Florida 32399-0979	1 6 yard	2 X week	1440	5760	W
KNOTT 72-40-01-13-023 Leon (37)	Mr. Robert McLaughlin Knott Building 111 West St. Augustine Road Tallahassee, Florida 32399-0979	1 8-yard	1 X week	960	3840	W
LARSON 72-40-01-13-063 Leon (37)	Mr. Wilford Dorsey Room G-52, Larson Building 200 East Gaines Street Tallahassee, Florida 32399-0979	1 8 yard	3 X week	2880	11520	W
PEPPER 72-40-01-13-080 Leon (37)	Mr. Don Parks Room B1-02, Pepper Building 111 West Madison Street Tallahassee, Florida 32399-0979	4 4 yard	2 X week	3840	15360	W
RECORDS CENTER 72-40-01-13-034 Leon (37)	Mr. David Barfield Records Center 411 East Bloxham Street Tallahassee, Florida 32399-0979	3 barrels	2 X week	240	960	W
SENATE OFFICE BUILDING 72-40-01-13-022 Leon (37)	Mr. Robert McLaughlin Senate Office Building 401 South Monroe Street Tallahassee, Florida 32399-0979	1 8-yard	1 X week	960	3840	W
TURLINGTON 72-40-01-13-100 Leon (37)	Mr. Bruce Meredith Room B1-30, Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0979	30 yard roll-off	On-call (1 mo.)	1125	4500	W
TWIN TOWERS 72-40-01-13-110 Leon (37)	Mr. Tyler Gray Room 169, Twin Towers Building 2600 Blair Stone Road Tallahassee, Florida 32399-0979	1 8-yard - cardboard 1 8 yd - white	1 X week 1 X week	720	2880	W

WARREN 72-40-01-13-061 Leon (37)	Mr. Wilford Dorsey Warren Building 202 Blount Street Tallahassee, Florida 32399-0979	1 8 yard	2 X week	1920	7680	W
WINCHESTER 72-40-01-13-062 Leon (37)	Mr. Wilford Dorsey Winchester Building 305 Blount Street Tallahassee, Florida 32399-0979	VACANT				W
ALACHUA "A" & "B" 72-40-01-14-012 Alachua (01)	Ms. Jean Calderwood 14101 NW Highway 441 Alachua, Florida 32615	1 6-yard	1 X week	720	2880	N
DAYTONA 72-40-01-14-011 Volusia (64)	Mr. John Purcell/Dave Corley Room 120, Daytona Bch Reg. Svc. Cntr. 210 North Palmetto Avenue Daytona Beach, Florida 32114	1 3-yard	3 X week	1080	4320	N
JACKSONVILLE A, B, C, D 72-40-01-14-010 Duval (16)	Mr. John Purcell 921 N. Davis Street Jacksonville, Florida 32209	4 8-yard	2 X week	7680	30720	N
Jacksonville FDLE 72-40-01-14-013 Duval (16)	Mr. John Purcell 921 N. Davis Street Jacksonville, Florida 32209	Included with	Jacksonville			N
GRIZZLE 72-40-01-14-060 Pinellas (52)	Mr. Robert Morales Largo Regional Service Center 11351 Ulmerton Road, Room 134 Largo, Florida 33778	6 barrels	1 X week	360	1440	C
MARGRETT 72-40-01-14-041 Hillsborough (20)	Mr. John Gormto 2002 East 28th Avenue Tampa, Florida 33605	Standing Services only for Department of Health				C
HURSTON 72-40-01-14-020 Orange (48)	Mr. Joe Pierce Room 114, Hurston Building 400 West Robinson Street Orlando, Florida 32801-1739	1 4-yard 1 6-yard	4 X week 3 X week	1920 2160	7680 8640	C C
11 11						

HURSTON FDLE Building - Orlando 72-40-01-14-021 Orange (48)	Mr. Joe Pierce 500 West Robinson Street Orlando, Florida 32801	1 6-yard	2 X week	1440	5760	C
PETERSON 72-40-01-14-100 Polk (53)	Ms. Terri Lee Earl Room 134, Peterson Building 200 North Kentucky Avenue Lakeland, Florida 33801	3 1-yard	1 X week	360	1440	C
SEBRING 72-40-01-14-061 Pinellas (52)	Mr. Robert Morales/Ray Solberg 525 Mirror Lake Drive, North St. Petersburg, Florida 33701	10 barrels	1 X week	600	2400	C
TRAMMELL 72-40-01-14-040 Hillsborough (29)	Mr. John Gornito Room 106, Park Trammell Building 1313 Tampa Street Tampa, Florida 33602	1 8-yard	3 X week	2880	11520	C
BENTON/FT. PIERCE 72-40-01-14-050 Saint Lucie (56)	Mr. George Kassees 337 North 4th Street, Room 123 Ft. Pierce, Florida 34950	1 8-yard	2 X week	1920	7680	S
DIMICK 72-40-01-14-051 Palm Beach (50)	Mr. Rodney Maxwell Room 123, Dimick Building 111 S. Sapodilla West Palm Beach, Florida 33401	2 4-yard	2 X week	1920	7680	S
FDLE Building A & B - Miami/Dade 72-40-01-14-072 Dade (13)	Mr. Mike Galvin 1030 NW 111th Avenue Miami, Florida 33172	1 6-yard	1 X week	720	2880	S
FT. MYERS 72-40-01-14-090 Lee (36)	VACANT 2295 Victoria Avenue, Room 108 Ft. Myers, Florida 33901	1 8-yard	1 X week	960	3840	S
GORE 72-40-01-14-030 Broward (06)	Mr. Ralph Reynolds Room 110, Gore Building 201 West Broward Boulevard Ft. Lauderdale, Florida 33301	1 6-yard	2 X week	1440	5760	S
MONROE 72-40-01-14-080 Monroe (44)	Mr. Terry Graham Monroe County Regional Service Center 2796 Overseas Highway Suite 127 Marathon, Florida 33050	6 barrels	1 X week	360	1440	S

N. BROWARD 72-40-01-14-031 Broward (06)	Mr. Ralph Reynolds North Broward Regional Service Center 1400 W. Commercial Blvd. Suite 198B Ft. Lauderdale, Florida 33309	1 8-yard	2 X week	1920	7680	S
OPA LOCKA A & B 72-40-01-14-071 Dade (13)	Mr. Michael Galvin/Thomas McCoy 100 Opa Locka Boulevard Opa Locka, Florida 33054	NEED 2 4-yard	1X week	960	3840	S
ROHDE 72-40-01-14-070 Dade (13)	Mr. Michael Galvin Room N125, Rohde Building 401 NW 2nd Avenue Miami, Florida 33128	2 6-yard	2 X week	2880	11520	S

EXHIBIT AOFFICE PAPER RECYCLING COLLECTION SERVICE PROGRAMPRICE SHEETCommodity Number: 991-705

The current Official Board Market Transacted Paper Stock Prices for the Southeast as of August 7, 2004 is \$185-195 per ton for Sorted White Ledger and \$85-95 for Old Corrugated Cardboard (OCC). The amount per ton fluctuates on a monthly basis. A **minimum quote of 40%** of the Transacted Paper Stock Price per ton as based on the first issue each month of the Official Board Market Publication is required for a vendor to participate in this program. A vendor may quote with more than the 40%. The estimated weight is based on full containers at the current service schedule for all facilities within a region.

<u>REGION</u>	<u>Estimated Monthly Weight (White Paper and OCC)</u>	<u>Percent Quoted - Sorted White Ledger - Transacted Paper Stock Price</u>	<u>Percent Quoted - Old Corrugated Cardboard - Transacted Paper Stock Price</u>
West Region	173,580	<u>40%*</u>	<u>40%*</u>
North Region	37,920	<u>no bid</u>	<u>no bid</u>
Central Region	38,880	<u>no bid</u>	<u>no bid</u>
South Region	52,320	<u>no bid</u>	<u>no bid</u>

*does not include collection or collection containers

The Office Paper Recycling Collection Service Program will be provided to the State of Florida agency locations listed in this document. This Agreement may include other State owned facilities and other governmental entities. If your company is not going to respond on a region, please mark that region N/A. Please use the District Map included in this document on page five (5). The above estimated weights are based on the current in-place containers and current service, based on 80% of the full container weight.

Please provide the years of experience for your company: recycling services – sixteen years_____

Please provide any certifications, licenses, bonding, insurance and memberships held:

Certified Recycling Coordinator on staff, member of RecycleFlorida Today and Solid Waste Authority of North America (SWANA). Leon County is bonded and insured.

SAVINGS/PRICE REDUCTIONSeQuote No. _____
(to be determined)

Respondent is required to furnish the percent (%) savings in prices offered in this eQuote compared to retail, list, published or other usual and customary prices that would be paid by the purchaser without benefit of an Agreement resulting from this eQuote.

DATE October 15, 2004

COMPETITIVE PRICES OFFERED AVERAGE – will be calculated as benchmarked in the OBM as stated in this document.

HOW CAN WE VERIFY THE CLAIMED SAVINGS (example: retail or other usual and customary prices published at (url), or other source of benchmark prices)?

Each ton of recycled material represents a savings of \$29 per ton. Revenue received from this program will be documented as reimbursements are made to DMS. Reimbursements will be verified with OBM publications.

AUTHORIZED SIGNATURE: Nancy PaulTELEPHONE NUMBER: 850-488-1505RESPONDENT NAME: Nancy Paul

IF AGREEMENT AWARDED, STATE PURCHASING ANALYST/SPECIALIST TOOK THE FOLLOWING STEPS TO VERIFY SAVINGS:

WHAT WERE THE RESULTS? _____

PURCHASING ANALYST/SPECIALIST: _____

Ordering Instructions

CONTRACTOR/COMPANY NAME: Leon County Solid Waste Management DivisionSPURS VENDOR NUMBER (FEIN/FEID): 596000708

Agreement Administration

Please identify the person who will be responsible for administering the Agreement on your behalf if award is made, and include an emergency contact phone number:

Name: Nancy Paul
Title: Solid Waste Superintendent
Street Address: 7550 Apalachee Parkway
Email Address: pauln@leoncountyfl.gov
Phone Number(s): 850-488-1505
Fax Number: 850-922-9219

If the person responsible for answering questions about the eQuote is different from the person identified above, please provide the same information for that person.

Name: _____
Title: _____
Street Address: _____
Email Address: _____
Phone Number(s): _____
Fax Number: _____

Direct Orders

Please provide the following information about where the Customers should direct orders. You must provide a regular mailing address. If equipped to receive purchase orders electronically, you may also provide an Internet address.

Street Address or P.O. Box: 7550 Apalachee Parkway
City, State, Zip: Tallahassee, FL 32311
Phone Number: 850-488-1505
Toll Free Number: _____
Ordering Fax Number: 850-922-9219
Internet Address: pauln@leoncountyfl.gov
Federal ID Number: 596000708
Remit Address: same as above
City, State, Zip: _____
Email Address: _____

X WILL ACCEPT THE STATE OF FLORIDA PURCHASING CARD (VISA)

Attach additional addresses for all locations in Florida authorized to perform services under this Agreement. **All locations must be registered in MyFloridaMarketPlace.**

1. PURPOSE & SCOPE: Under authority of Section 287.042(1)(a) and (2)(a), F.S., the purpose of this State Purchasing Agreement (the "Agreement") is to establish terms and conditions for the sale and purchase of commodities or services between you ("You," or "Vendor") and the State of Florida, Department of Management Services ("Department"). This Agreement does not establish the Vendor as the exclusive source of the items under contract, and other Vendors may offer and sell similar products or services without establishing a State Purchasing Agreement. State agencies are not required to use this Agreement. This Agreement does not exempt Eligible Users from the competitive solicitation requirements described in Chapter 287, Florida Statutes.

2. TERM/TERMINATION: This Agreement has a term of one (1) year from the Effective Date, as noted on Exhibit A. This Agreement may be cancelled in whole or in part by either party at any time by written notice to the other party. The effective date of the cancellation will be as stated in the notice or on the date of receipt if the notice does not specify a date certain. Vendor's failure to perform in any aspect of this Agreement may result in immediate termination of this Agreement, in addition to those remedies laid out in the relevant sections of the Florida Administrative Code.

3. ELIGIBLE USERS: Eligible Users participating in the Agreement do so according to the following terms: (1) non-State Eligible Users assume and bear complete responsibility with regard to performance of any contractual obligation or term; (2) breach of an Agreement term by any particular Eligible User shall not be deemed a breach of the Agreement as a whole, which shall remain in full force and effect, and shall not affect the validity of the Agreement nor the Vendor's obligations to non-breaching Eligible Users or the Department; (3) the State shall not be liable for any breach by a non-State Eligible User; (4) each non-State Eligible User and the Vendor guarantee to save the State and its officers, agents, and employees harmless from liability that may be or is imposed by their failure to perform in accordance with their obligations under the Agreement.

4. ORDERING LIMITS: Agency purchasing offices shall not make purchases exceeding Category Two from this Agreement. Purchases exceeding Category Two shall be made in accordance with s.287.057, F.S. A purchasing office shall not divide its purchases with the purpose of circumventing this requirement. When determining the purchase amount for the purpose of applying the Category Two threshold, agency purchasing offices shall review and consider concurrent and planned or projected requirements on an agency-wide basis for the remaining term of the Agreement at the time of order, except that purchases by agencies with multiple purchasing offices shall be considered and reviewed on the basis of the portion of the agency served by the purchasing office issuing the purchase order.

This requirement does not preclude utilization of the Agreement to fulfill subsequent unplanned or unforeseen orders at or below Category Two, which would cause total orders under the Agreement to exceed the Category Two threshold.

5. PRODUCTS AND PRICING: The products/services offered by the Vendor and the pricing of such products/services under this Agreement are shown on Exhibit A, attached, which is hereby incorporated by reference. The Vendor is urged to offer additional discounts for one time delivery of large single orders. Eligible Users

should seek to negotiate additional price concessions on quantity purchases of any products offered under the Agreement.

6. INVOICING AND PAYMENT:

(a) Taxes: The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. This exemption does not apply to purchases of tangible personal property in the performance of agreements for the improvement of state-owned real property as defined in Chapter 192, Florida Statutes.

(b) Invoicing and Payment: Invoices must be submitted in accordance with the Eligible User's specific instructions. Invoicing Eligible Users at prices higher than those maintained in the Agreement may result in immediate termination of this Agreement. The Vendor shall be paid upon submission of properly certified invoices to the Eligible Users, after delivery, inspection and acceptance of goods. Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the Vendor's rights and the State agency's responsibilities concerning interest penalties and time limits for payment of invoices. Travel expenses, if applicable, will be paid pursuant to the provisions of Section 112.061, Florida Statutes.

(c) Vendor Ombudsman: A Vendor Ombudsman has been established within the Department of Financial Services ("DFS"). The duties of this individual include acting as an advocate for Vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. Vendors may contact the DFS Automated Voice Response System at 1-800-413-7269.

(d) Annual Appropriations: The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

7. TRANSACTION FEE: This Agreement has been secured using MyFloridaMarketPlace, a statewide eProcurement system (the "System"). Pursuant to s. 287.057(23), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Vendor shall receive a credit for any Transaction Fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

8. INSPECTION AND ACCEPTANCE:

(a) Inspection and acceptance of commodities:

1. PURPOSE & SCOPE: Under authority of Section 287.042(1)(a) and (2)(a), F.S., the purpose of this State Purchasing Agreement (the "Agreement") is to establish terms and conditions for the sale and purchase of commodities or services between you ("You," or "Vendor") and the State of Florida, Department of Management Services ("Department"). This Agreement does not establish the Vendor as the exclusive source of the items under contract, and other Vendors may offer and sell similar products or services without establishing a State Purchasing Agreement. State agencies are not required to use this Agreement. This Agreement does not exempt Eligible Users from the competitive solicitation requirements described in Chapter 287, Florida Statutes.

2. TERM/TERMINATION: This Agreement has a term of one (1) year from the Effective Date, as noted on Exhibit A. This Agreement may be cancelled in whole or in part by either party at any time by written notice to the other party. The effective date of the cancellation will be as stated in the notice or on the date of receipt if the notice does not specify a date certain. Vendor's failure to perform in any aspect of this Agreement may result in immediate termination of this Agreement, in addition to those remedies laid out in the relevant sections of the Florida Administrative Code.

3. ELIGIBLE USERS: Eligible Users participating in the Agreement do so according to the following terms: (1) non-State Eligible Users assume and bear complete responsibility with regard to performance of any contractual obligation or term; (2) breach of an Agreement term by any particular Eligible User shall not be deemed a breach of the Agreement as a whole, which shall remain in full force and effect, and shall not affect the validity of the Agreement nor the Vendor's obligations to non-breaching Eligible Users or the Department; (3) the State shall not be liable for any breach by a non-State Eligible User; (4) each non-State Eligible User and the Vendor guarantee to save the State and its officers, agents, and employees harmless from liability that may be or is imposed by their failure to perform in accordance with their obligations under the Agreement.

4. ORDERING LIMITS: Agency purchasing offices shall not make purchases exceeding Category Two from this Agreement. Purchases exceeding Category Two shall be made in accordance with s.287.057, F.S. A purchasing office shall not divide its purchases with the purpose of circumventing this requirement. When determining the purchase amount for the purpose of applying the Category Two threshold, agency purchasing offices shall review and consider concurrent and planned or projected requirements on an agency-wide basis for the remaining term of the Agreement at the time of order, except that purchases by agencies with multiple purchasing offices shall be considered and reviewed on the basis of the portion of the agency served by the purchasing office issuing the purchase order.

This requirement does not preclude utilization of the Agreement to fulfill subsequent unplanned or unforeseen orders at or below Category Two, which would cause total orders under the Agreement to exceed the Category Two threshold.

5. PRODUCTS AND PRICING: The products/services offered by the Vendor and the pricing of such products/services under this Agreement are shown on Exhibit A, attached, which is hereby incorporated by reference. The Vendor is urged to offer additional discounts for one time delivery of large single orders. Eligible Users should seek to negotiate additional price concessions on quantity purchases of any products offered under the Agreement.

6. INVOICING AND PAYMENT:

(a) **Taxes:** The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. This exemption does not apply to purchases of tangible personal property in the performance of agreements for the improvement of state-owned real property as defined in Chapter 192, Florida Statutes.

(b) **Invoicing and Payment:** Invoices must be submitted in accordance with the Eligible User's specific instructions. Invoicing Eligible Users at prices higher than those maintained in the Agreement may result in immediate termination of this Agreement. The Vendor shall be paid upon submission of properly certified invoices to the Eligible Users, after delivery, inspection and acceptance of goods. Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the Vendor's rights and the State agency's responsibilities concerning interest penalties and time limits for payment of invoices. Travel expenses, if applicable, will be paid pursuant to the provisions of Section 112.061, Florida Statutes.

(c) **Vendor Ombudsman:** A Vendor Ombudsman has been established within the Department of Financial Services ("DFS"). The duties of this individual include acting as an advocate for Vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. Vendors may contact the DFS Automated Voice Response System at 1-800-413-7269.

(d) **Annual Appropriations:** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

7. TRANSACTION FEE: This Agreement has been secured using MyFloridaMarketPlace, a statewide eProcurement system (the "System"). Pursuant to s. 287.057(23), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Vendor shall receive a credit for any Transaction Fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

8. INSPECTION AND ACCEPTANCE:

(a) **Inspection and acceptance of commodities:**

(1) For Vendor-installed products, the date of acceptance is the date the Eligible User accepts the product as installed and in good working order, as determined by any appropriate acceptance testing, and the Eligible User shall certify in writing to the Vendor when the product is accepted (if training or other post-installation services are included in the purchase order, the acceptance shall be conditional).

(2) For buyer-installed products, the date of acceptance shall be the delivery date. Until acceptance, risk of loss or damage shall remain with the Vendor. The Vendor shall be responsible for filing, processing, and collecting all damage claims. To assist the Vendor with damage claims, the Eligible User shall: (i) record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; (ii) report damage to the carrier and the Vendor; and (iii) provide the Vendor with a copy of the carrier's Bill of Lading and damage inspection report.

(3) When an Eligible User rejects a product, Vendor shall remove it from the premises within ten days after notification of rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Vendor. Rejected product not removed by the Vendor within ten days shall be deemed abandoned by the Vendor, and the Eligible User shall have the right to dispose of it as its own property. The Vendor shall reimburse the Eligible User for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

(b) Inspection and acceptance of services: Each phase of the services, including quality of work, rendered under this Agreement is subject to the Eligible User's inspection during both the Vendor's operations and after completion of the tasks. When the Vendor is satisfied with the completion of the contracted work, and prior to acceptance of any phase of work, Vendor shall submit a written request for an inspection to the Eligible User's Project Manager. After inspection, the Eligible User's Project Manager will issue a list of deficiencies, if any. Upon completion of the list, and correction of all deficiencies by the Vendor, the Vendor Project Manager shall notify the Eligible User's Project Manager that the work has been completed satisfactorily. Final inspection shall be performed in accordance with the performance schedule established in each purchase order issued hereunder.

9. **WARRANTY:** Vendor shall provide to the Eligible User a one year written warranty:

(a) against poor workmanship, for all services rendered by the Vendor,

(b) for all products, materials or equipment provided by the Vendor in the course of providing service to the Eligible User, and

(c) for all commodities sold to the Eligible User.

The warranty period shall begin on the date of final completion and/or acceptance by Eligible User. If the Vendor is a manufacturer or reseller of computer software and offers separate maintenance/upgrade services on Exhibit A, Vendor must provide at least a 30-day written warranty for such software, instead of the one (1) year warranty described above.

10. **INDEMNITY AND LIMITATION OF LIABILITY:**

(a) General obligation of indemnity: The Vendor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Eligible User(s) and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Vendor, its agents, employees, partners, or subcontractors; provided, however, that the Vendor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Eligible User(s).

(b) Additional obligation regarding intellectual property indemnification: The Vendor shall fully indemnify, defend, and hold

harmless the Eligible User(s) from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided that the Eligible User(s) shall give the Vendor: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Vendor's sole expense, and (3) assistance in defending the action at Vendor's sole expense. The Vendor shall not be liable for any cost, expense, or compromise incurred or made by the Eligible User(s) in an infringement action without the Vendor's prior written consent, which shall not be unreasonably withheld. If any item sold hereunder is the subject of an infringement suit, or in the Vendor's opinion is likely to become the subject of such a suit, the Vendor may at its sole expense procure for the Eligible User the right to continue using the item or to modify it to become non-infringing. If the Vendor is not reasonably able to modify or otherwise secure the Eligible User the right to continue using the item, the Vendor shall remove the item and refund the Eligible User the amounts paid in excess of a reasonable rental for past use. The Eligible User shall not be liable for any royalties.

(c) Remaining claims: Except as specified in the foregoing portions of this section, for all other claims against the Vendor under any individual purchase order, and regardless of the basis on which the claim is made, the Vendor's liability under a purchase order for direct damages shall be the greater of \$25,000 or the dollar amount of the purchase order. Unless otherwise specifically enumerated in the purchase order, no party shall be liable to another for special, indirect, or consequential damages, including lost data or records (unless the purchase order requires the Vendor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings.

11. **ASSIGNMENT:** Neither orders issued pursuant to this Agreement nor payments due hereunder are assignable except with the prior written approval of the relevant Eligible User. Despite this general prohibition, in the event that Vendor successfully assigns its right to payment, Vendor shall return to the Eligible User any monies received by it from the Eligible User after the effective date of such assignment.

12. **COMPLIANCE WITH LAWS:** The Vendor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern this Agreement. By way of further non-exhaustive example, the Vendor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for termination.

13. **WARRANTY OF ABILITY TO PERFORM:** The Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Vendor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Agreement.

14. **ADVERTISING:** The Vendor shall not publicly disseminate any information concerning the Agreement without prior written approval from the Department, including, but not limited to,

mentioning the Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Vendor's name and either a description of the Agreement or the name of the State, the Department, or any Eligible User in any material published, either in print or electronically, to any entity that is not a party to Agreement, except potential or actual authorized distributors, dealers, resellers, or service representative.

15. DISPUTE RESOLUTION: Any dispute concerning performance of the Agreement shall be decided by the State Purchasing Director or his/her designee, who shall reduce the decision to writing and serve a copy on the Vendor and, if appropriate, the Eligible User. The decision of Director (or designee) shall be final and conclusive unless within ten (10) days from the date of receipt, the Vendor files with the Department a petition for administrative hearing. The Department's decision on the petition shall be final, subject to the Vendor's right to review pursuant to Chapter 120 of the Florida Statutes. Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply, and the Vendor waives any right to jury trial that it may have.

16. MISCELLANEOUS PROVISIONS:

(a) Lobbying and Integrity: Vendor shall comply with the provisions of s. 11.062 and s. 216.347, F.S., prohibiting use of contract funds to lobby the Legislature, Judiciary, or state agencies.

Upon request of the Department's Inspector General, or other authorized State official, the Vendor shall provide any type of information the Inspector General deems relevant to the Vendor's integrity or responsibility. Such information may include, but shall not be limited to, the Vendor's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Vendor shall retain such records for the longer of (1) three years after the expiration of the Agreement or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Vendor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Vendor's compliance with the terms of this or any other Agreement between the Vendor and the State which results in the suspension or debarment of the Vendor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Vendor shall not be responsible for any costs of investigations that do not result in the Vendor's suspension or debarment.

(b) Independent Contractor Status of Vendor: The Vendor, together with its agents, distributors, resellers, subcontractors, officers and employees, shall have and always retain under the Agreement the legal status of an independent contractor, and in no manner shall they be deemed employees of the State or Eligible User or deemed to be entitled to any benefits associated with such employment. During the term of the Agreement, Vendor shall maintain at its sole expense those benefits to which its employees would otherwise be entitled to by law, including health benefits, and all necessary insurance for its employees, including workers' compensation, disability, and unemployment insurance, and provide Eligible Users with certification of such insurance upon request. The Vendor remains responsible for all applicable federal, state, and local taxes, and all FICA contributions.

(c) Assignment: The Vendor shall not sell, assign or transfer any of its rights, duties or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of the Department; provided, the Vendor assigns to the State any and all claims it has with respect to the Agreement under the antitrust laws of the United States and the State. The Department may assign the Agreement with prior written notice to Vendor of its intent to do so.

(d) Modification of Terms: The Agreement contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions by Eligible Users under the Agreement. No oral agreements or representations shall be valid or binding upon the Department, an Eligible User, or the Vendor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against the Eligible User unless authorized by the Department. The Vendor may not unilaterally modify the terms of the Agreement by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Vendor's order or fiscal forms or other documents forwarded by the Vendor for payment. An Eligible User's acceptance of product or processing of documentation on forms furnished by the Vendor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

(e) Waiver: The delay or failure by the Department or an Eligible User to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Department's or Eligible User's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

(f) Severability: If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect.